

EXHIBIT 7

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Terms of Use

Please review these terms and conditions of use carefully before using SunPorno.com.

This document states the terms and conditions ("Terms") upon which Ideal Consult, Ltd. (the operator of SunPorno.com), a company organized in the Republic of Seychelles, ("we" or "us") will provide service to you on SunPorno.com (the "Website"). These Terms constitute a contractual agreement between you and us. By visiting, accessing, using, and/or joining (collectively "using") the Website, you express your understanding and acceptance of these Terms. If you do not agree to be bound by these Terms, navigate away from the Website and cease using it. As used in this document, the terms "you" or "your" refers to you, any entity you represent, your or its representatives, successors, assigns and affiliates, and any of your or their devices.

1. Eligibility

You must be at least eighteen (18) years of age to use the Website, unless the age of majority in your jurisdiction is greater than eighteen (18) years of age, in which case you must be at least the age of majority in your jurisdiction. Use of the Website is not permitted where prohibited by law.

2. Grant of Use

We grant you a non-exclusive, non-transferable and limited right to access, non-publicly display, and use the Website including all content available therein (the "Content") on your computer consistent with these Terms.

This grant is terminable by us at will for any reason and at our sole discretion, with or without prior notice. Upon termination, we may, but shall not be obligated to: (i) delete or deactivate your account, (ii) block your e-mail and/or IP addresses or otherwise terminate your access to or use of the Website, and/or (iii) remove and/or delete any of your User Submissions (defined below). You agree not to use or attempt to use the Website after said termination. Upon termination, the grant of your right to use the Website shall terminate, but all other portions of these Terms shall survive. You acknowledge that we are not responsible to you or any third party for the termination of your grant of use.

3. Intellectual Property

The Content, with the exception of User Submissions and Third Party Content (defined below), including text, graphical images, photographs, music, video, software, scripts and trademarks, service marks and logos contained therein (collectively "Proprietary Materials"), are owned by and/or licensed to us. All Proprietary Materials are subject to copyright, trademark and/ or other rights under the laws of applicable jurisdictions, including the United States, foreign laws, and international conventions. We reserve all our rights over our Proprietary Materials.

Except as otherwise explicitly permitted, you agree not to copy, modify, publish, transmit, distribute, participate in the transfer or sale of, create derivative works of, or in any other way exploit, in whole or in part, any Content.

4. User Submissions

You are entirely responsible for any and all materials you submit or otherwise make available via the Website, including videos or any other communications or profile information, (collectively, "User Submissions"). User Submissions cannot always be withdrawn. You acknowledge that any disclosure of personal information in User Submissions may make you personally identifiable and that we do not guarantee any confidentiality with respect to User Submissions.

You shall be solely responsible for any and all of your own User Submissions and any and all consequences of posing, uploading, publishing or otherwise making them available. For any of your User Submissions, you affirm, represent and/or warrant that:

- (a) You own or have the necessary licenses, permissions, rights or consents to use and authorize us to use all trademarks, copyrights, trade secrets or other proprietary rights in and to User Submissions for any and all uses contemplated by the Website and these Terms;
- (b) You will not post, or allow anyone else to post, any material that depicts any individual under the age of eighteen (18) years and that you have inspected and are maintaining written documentation, pursuant to 18 U.S.C. § 2257 and other laws, to confirm that all individuals in your User Submission are, in fact, over the age of eighteen (18) years; and
- (c) You have written consent, release, and/or permission from each and every identifiable individual in the User Submission to use the name and/or likeness of each and every such identifiable individual to enable use of the User Submission for any and all uses contemplated by the Website and these Terms.

You further agree that you shall not submit material that:

- (d) Is copyrighted, protected by trade secret or trademark laws, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to submit the material and to grant us all of the license rights granted herein;

- (e) Is obscene, vulgar, illegal, unlawful, defamatory, fraudulent, libelous, harmful, harassing, abusive, threatening, invasive of privacy or publicity rights, hateful, racially or ethnically offensive, inflammatory, or otherwise inappropriate as decided by us in our sole discretion;
- (f) Depicts illegal activities, promotes or depicts physical harm or injury against any group or individual, or promotes or depicts any act of cruelty to animals;
- (g) Impersonates any person or entity or otherwise misrepresents you in any way, including creating a false identity;
- (h) Would constitute, encourage or provide instructions for a criminal offense, a violation of the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or
- (i) Is unsolicited or unauthorized advertising, promotion, "spam" or any other form of solicitation;

We claim no ownership or control over User Submissions or Third Party Content. You or a third party licensor, as appropriate, retain all copyrights to User Submissions and you are responsible for protecting those rights as appropriate. You irrevocably grant us a world-wide, non-exclusive, royalty-free, perpetual, non-cancelable, sub-licenseable license to reproduce, publicly perform, publicly display, distribute, adapt, modify, publish, translate and create derivative works of User Submissions for any purpose, including without limitation any purpose contemplated by the Website and these Terms. Furthermore, you also grant other users of the Website a right and license to display, stream and download User Submissions in connection with their use of the Website and for other personal use. You also irrevocably waive and cause to be waived against us and any of our users any claims and assertions of moral rights or attribution with respect to User Submissions.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to User Submissions. Specifically, you represent and warrant that you own the title to the User Submissions, that you have the right to upload the User Submissions to the Website, and that uploading the User Submissions will not infringe upon any other party's rights or your contractual obligations to other parties.

You acknowledge that we may at our sole discretion refuse to publish, remove, or block access to any User Submission for any reason, or for no reason at all, with or without notice.

You agree to defend us against any claim, demand, suit or proceeding made or brought against us by a third-party alleging that your User Submissions or your use of the Website in violation of these Terms infringes or misappropriates the intellectual property rights of a third-party or violates applicable law and you shall indemnify us for any damages finally awarded against and for reasonable attorney's fees incurred by us in connection with any such claim, demand, suit or proceeding provided that we (a) promptly give you written notice of the claim, demand, suit or proceeding, (b) give you sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that you do not settle unless the settlement unconditionally releases us of all liability), and (c) provide you with all reasonable assistance, at your expense.

5. Content on the Website

You understand and acknowledge that, when using the Website, you will be exposed to Content from a variety of sources including content uploaded to the Website by other users (collectively, "Third Party Content") and that we do not control and are not responsible for any Third Party Content or User Submissions. You understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent or otherwise objectionable and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto.

You understand and acknowledge that we assume no responsibility whatsoever for monitoring the Website for inappropriate Content or conduct. If at any time we choose, in our sole discretion, to monitor such Content, we assume no responsibility for such Content, have no obligation to modify or remove any such Content (including User Submissions or Third Party Content), and assume no responsibility for the conduct of the users submitting any such Content (including User Submissions or Third Party Content).

All Content on the Website is provided to you "AS-IS" for your information and personal use only and you shall not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit for any other purpose whatsoever that Content without the prior written consent of the respective owners/licensors of the Content.

6. User Conduct

You represent and warrant that all the information provided by you to us is accurate and current and that you have all necessary rights, power and authority to agree to these Terms and to perform the acts required of you under these Terms.

As a condition of your use of the Website:

- (a) You agree not to use the Website for any unlawful purpose or in any way that is prohibited by these Terms;
- (b) You agree to abide by all applicable local, state, national and international laws and regulations;
- (c) You agree not to use the Website in any way that exposes us to criminal or civil liability;
- (d) You agree that you are solely responsible for all acts and omissions that occur as a result of your use of the Website;
- (e) You agree that all your User Submissions that you provide to us belongs to you and that you have the right and authority to provide it to us;
- (f) You agree to maintain the security of your login password and to be fully responsible for any and all use of your account;
- (g) You agree not to use or attempt to use any other party's account on the Website without authorization;
- (h) You agree not to use any automated means, including robots, crawlers, data mining tools or the like, to download, monitor or use data or content from the Website;
- (i) You agree not to use the Website to collect usernames and/or e-mail addresses for sending unsolicited messages of any kind;
- (j) You agree not to take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive demands on it;
- (k) You agree not to "stalk" or otherwise harass anyone on the Website;
- (l) You agree not to post, link to, or otherwise make available on the Website any material that contains software viruses or any computer code, file or program designed to interrupt, destroy, limit or monitor the functionality of any computer software or hardware or any telecommunications equipment;
- (m) You agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of any information you transmit;
- (n) You agree not to disable, circumvent, or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or which enforce limitations on the use of the Website or the Content therein;
- (o) You agree not to license, sublicense, sell, resell, transfer, assign, distribute or otherwise in any way commercially exploit or make available the Website or any of its Contents to any third party;
- (p) You agree not to "frame" or "mirror" the Website; and
- (q) You agree not to reverse engineer any portion of the Website.

We reserve the right to take appropriate action against any user for any unauthorized use of the Website, including civil, criminal and injunctive redress and the termination of any user's use of the Website. Any use of the Website and our computer systems not authorized by these Terms is a violation of these Terms and certain federal and state laws, including the Computer Fraud and Abuse Act.

7. Embeddable Player

We may provide an "Embeddable Player" feature which you may use consistent with these Terms. You may only incorporate the Embeddable Player into your own personal, non-commercial website for use in accessing materials on the Website. Anytime you use the Embeddable Player, you must include a prominent hyperlink on the page containing the Embeddable Player back to this Website. You may not build upon or alter any portion of the Embeddable Player in any way.

8. Fees

You acknowledge that we reserve the right to charge for any or all of our services and to change our fees from time to time in our sole discretion. If at any time we terminate your rights to use the Website because of a breach of these Terms, you shall not be entitled to a refund of any portion of your fees. In all other respects, such fees shall be governed by additional rules posted on the Website as may be amended from time to time.

9. Privacy Policy

We retain a separate Privacy Policy and your assent to these Terms also signifies your assent to the Privacy Policy. We reserve the right to amend the Privacy Policy at any time by posting such amendments to the Website. The top of the Privacy Policy page will indicate the date that revisions were last made. No other notification may be made to you about any amendments. Your continued use of the Website following such amendments will constitute your acceptance of such amendments, regardless of whether you have actually read them.

10. Modification of These Terms

We reserve the right to amend these Terms at any time by posting such amended Terms to the Website. No other notification may be made to you about any amendments. YOU ACKNOWLEDGE THAT YOUR CONTINUED USE OF THE WEBSITE FOLLOWING SUCH AMENDMENTS WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH AMENDMENTS, REGARDLESS OF WHETHER YOU HAVE ACTUALLY READ THEM.

11. Digital Millennium Copyright Act

We respect the intellectual property rights of others. You may not infringe the copyright, trademark or other proprietary informational rights of any party. We may in our sole discretion remove any Content, User Submissions or Third Party Content we have reason to believe violates any of the intellectual property rights of others and may terminate your use of the Website if you repeatedly submit any such Content.

REPEAT INFRINGER POLICY: AS PART OF OUR REPEAT-INFRINGEMENT POLICY A USER'S ACCESS TO THE WEBSITE AND/OR IT'S UPLOAD AND DOWNLOAD FUNCTIONS WILL BE TERMINATED IF, UNDER APPROPRIATE CONDITIONS, THE USER IS DETERMINED TO INFRINGE REPEATEDLY.

Pursuant to Title 17, Section 512(c)(2) of the United States Code, if you believe that any of your copyrighted material is being infringed on the Website, we have designated an agent to receive notifications of claimed copyright infringement. Notifications should be e-mailed to dmca.alliance@gmail.com or to:

Constantin Luchian
DMCA Agent
1007 N. Federal Highway
Suite 240
Fort Lauderdale, FL 33304
Fax: +1 (954) 414-0865

All notifications not relevant to us or ineffective under the law will receive no response or action thereupon. Pursuant to Title 17, Section 512(c)(3) of the United States Code, an effective notification of claimed infringement must be a written communication to our agent that includes substantially the following:

- (a) Identification of the copyrighted work that is believed to be infringed. Please describe the work and, where possible, include a copy or the location (e.g., a URL) of an authorized version of the work;
- (b) Identification of the material that is believed to be infringing and its location. Please describe the material and provide a URL or any other pertinent information that will allow us to locate the material on the Website;
- (c) Information that will allow us to contact you, including your address, telephone number and, if available, your e-mail address;
- (d) A statement that you have a good faith belief that the use of the material complained of is not authorized by you, your agent or the law;
- (e) A statement that the information in the notification is accurate and that under penalty of perjury that you are the owner or are authorized to act on behalf of the owner of the work that is allegedly infringed; and
- (f) A physical or electronic signature from the copyright holder or an authorized representative.

12. Indemnification and Release

You hereby agree to indemnify us and hold us harmless from any and all third-party claims and expenses, including attorney's fees, arising from your use of the Website or from your breach of these Terms.

In the event that you have a dispute with one of more other users or any third parties, you hereby release us, our officers, employees, agents and successors-in-right from claims, demands and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Website.

If you are a California resident, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

13. Disclaimer of Warranties and Limitations of Liabilities

READ THIS SECTION CAREFULLY AS IT LIMITS OUR LIABILITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

The Website may contain links to third-party websites which are completely independent of us. We assume no responsibility for the content, privacy policies, or practices of and make no representation or warranty as to the accuracy, completeness or authenticity of information contained in any third party websites. We have no right or ability to edit the content of any third party websites. You acknowledge that we shall not be liable for any and all liability arising from your use of any third party websites.

The Website is provided "AS-IS" and without any warranty or condition, express, implied or statutory. We specifically disclaim to the fullest extent any implied warranties of merchantability, fitness for a particular purpose, non-infringement, information accuracy, integration, interoperability or quiet enjoyment. We disclaim any warranties for viruses or other harmful components in connection with the Website. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM ANY ASPECT OF YOUR USE OF THE WEBSITE, WHETHER SUCH DAMAGES ARISE FROM YOUR USE, MISUSE OR INABILITY TO USE THE WEBSITE, FROM YOUR RELIANCE ON ANY CONTENT ON THE WEBSITE, FROM THE INTERRUPTION SUSPENSION, MODIFICATION, ALTERATION OR COMPLETE DISCONTINUANCE OF THE WEBSITE OR THE TERMINATION OF SERVICE BY US. THESE LIMITATIONS ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED OR ADVERTISED IN CONNECTION WITH THE WEBSITE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE WEBSITE OR ANY OTHER GRIEVANCE SHALL BE THE TERMINATION OF YOUR USE OF THE WEBSITE. IN NO CASE SHALL THE MAXIMUM LIABILITY OF US ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE EXCEED THE AMOUNT PAID BY YOU TO US, OR OWED BY US TO YOU, PURSUANT TO THESE TERMS.

14. Venue

FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN THE REPUBLIC OF SEYCHELLES.

15. General Terms

- (a) These Terms, as amended from time to time, constitute the entire agreement between you and us and supersede all prior agreements between you and us and may not be modified without our written consent.
- (b) Our failure to enforce any provision of these Terms will not be construed as a waiver of any provision or right.
- (c) If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.
- (d) Nothing herein is intended, nor will be deemed to confer rights or remedies upon any third party.
- (e) These Terms are not assignable, transferable or sublicensable by you except with our prior written consent, but may be assigned or transferred by us without restriction.
- (f) You agree that we may provide you with notices by e-mail, regular mail, or postings to the Website.
- (g) The section titles in these Terms are for convenience only and have no legal or contractual effect.
- (h) As used in these Terms, the term "including" is illustrative and not limitative.

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